



Marcia Mayeda
Director

County of Los Angeles
Department of Animal Care and Control
Administrative Office
5898 Cherry Avenue
Long Beach, California 90805
(562) 728-4610 • Fax (562) 422-3478
<http://animalcare.lacounty.gov>



Shelter Locations

Downey Shelter
11258 S. Garfield Ave.
Downey, CA 90242
(562) 940-6898

Carson Shelter
216 W. Victoria St.
Gardena, CA 90248
(310) 523-9566

Baldwin Park Shelter
4275 N. Elton St.
Baldwin Park, CA 91706
(626) 962-3577

Lancaster Shelter
5210 W. Avenue I
Lancaster, CA 93536
(661) 940-4191

Castaic Shelter
31044 N. Charlie Cyma
Road
Castaic, CA 91384
(661) 257-3191

Agoura Shelter
29525 Agoura Rd.
Agoura, CA 91301
(818) 991-0071

Major Case Unit
11258 S. Garfield Ave.
Downey, CA 90242
(562) 658-2000

August 18, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**CONTRACT CITY AGREEMENT RENEWAL PROCESS
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

Approval of the recommended actions will provide the Department of Animal Care and Control with the authority to execute renewals and amendments to existing agreements with client contract cities through the use of a revised standard agreement and process to determine any changes to the city's desired annual service level.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of Animal Care and Control to execute renewals or amendments to existing agreements with client contract cities for periods not to exceed five (5) years utilizing a revised standard agreement format substantially similar to the sample agreement; and
2. Authorize the Director of Animal Care and Control to annually amend the Service Level Request of the standard agreement during the contract term to adjust or confirm desired service levels with client contract cities.

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

24

AUGUST 18, 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

PURPOSE/JUSTIFICATION FOR RECOMMENDED ACTION

In an effort to standardize the terms and conditions contained in agreements for all existing and future client contract cities, the Department of Animal Care and Control (Department) is seeking to modify its standard contract city agreement. The standard contract city agreement will be executed in a form substantially similar to the attached sample contract city agreement (Attachment I). In addition, as a means of providing client contract cities with greater flexibility in determining their preferred level of service and implementing an annual process to confirm or modify each city's prior year service levels, an annual confirmation process is proposed to streamline such efforts and provide additional stability to annual staffing plans.

The proposed annual service level determination process will assist cities in determining the fiscal impact of future services and provide for a process to request dedicated field resources and other services to more effectively meet the particular needs of their community. The Department will benefit from this advance planning process through an improved ability to deploy stable staffing resources. The program is modeled, in part, after elements of the Sheriff's Contract Law Enforcement Bureau. Attachment II provides a summary of the 52 cities for which a renewal or amendment to an agreement will be requested.

Several client contract cities have not executed extensions to their agreements and continue to procure services from the Department on a month to month basis. Other client cities with expiring agreements have been advised of these proposed changes and are prepared to execute the agreement upon final approval. Existing general service agreements with these cities cover the services requested by the city and provide for appropriate payment. However, approval of the proposed standard agreement and annual service level determination process will effectively streamline the Department's contract city process.

Your Board previously approved a recommendation by the Chief Executive Office to add dedicated staff for the purpose of managing the agreements, service requests, monthly billing, and community outreach associated with client contract cities. The Department has filled that key position and is in the process of enhancing the internal program to more effectively manage this function.

Implementation of Strategic Plan Goals

The recommended action supports the County's Strategic Plan Goal of Public Safety (Goal 5) through ensuring resources are available to provide for the safety and security of the people of Los Angeles County.

FISCAL IMPACT/FINANCING

This recommended action will have no direct fiscal impact. Client contract cities reimburse the Department monthly for services rendered. Several cities have previously opted for more dedicated resources within their jurisdiction. Other cities have approached the Department with similar requests.

If this recommended action is approved, the Department will systematically renew and amend agreements with all of the Department's client contract cities. Client contract cities may opt to fund additional services either annually during the completion of the service level agreement or during the term of the agreement through an amendment of the existing service level agreement form. Any additional positions required to meet supplementary service requests would be fully offset by an increase in contract city revenue. No additional net County cost is required.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The sample contract city agreement (Attachment I) has been approved as to form by County Counsel. Each contract city agreement shall contain standard language related to contract authorization, administration and deployment of personnel, term, performance, indemnification, termination, and payment for services. The term of each agreement will not exceed five (5) years.

Attachment A to the sample contract city agreement outlines the city's service level request. The Director of Animal Care and Control shall execute agreements with all client contract cities and implement an annual process to confirm or modify desired service levels.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Client contract cities are generally billed on an hourly basis for field, license canvassing, and other specialized services. Shelter services are billed based on the animals impounded from within the city's jurisdiction. Contract cities are under no obligation to select defined field service levels and may opt to continue to be billed on an hourly basis for all required services on an "as-needed/delivered" basis. The proposed service level determination process will provide client contract cities with additional flexibility in determining their preferred service levels.

The Honorable Board of Supervisors
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The Department will only agree to provide enhanced defined field service levels for a particular city if existing additional resources are available to provide such service. The level of services provided to the County's unincorporated communities will not be adversely affected as a result of any long term service level enhancements provided to cities. Response data will continue to be used to monitor the impact in service level changes.

CONCLUSION

Please return one adopted copy of this letter to the Department of Animal Care and Control.

Respectfully submitted,

A handwritten signature in blue ink that reads "Marcia Mayeda". To the right of the signature, there is a small, stylized mark that appears to be "by [initials]".

MARCIA MAYEDA
Director

MM:DD:in

Attachments (2)

c: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT
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COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE
AND CONTROL AND CITY OF _____

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CITY-COUNTY MUNICIPAL SERVICES AGREEMENT
COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE
AND CONTROL AND CITY OF _____

THIS AGREEMENT is made by and between the COUNTY OF LOS ANGELES, hereinafter referred to as County, and the CITY OF _____, hereinafter referred to as City.

RECITALS:

- (a) The City is desirous of contracting with the County for the performance of the animal care and control functions described herein by the County.
- (b) The County of Los Angeles is agreeable to rendering such services on the terms and conditions set forth in this agreement.
- (c) Such contracts are authorized and provided for by the provisions of Section 56-1/2 and 56-3/4 of the Charter of the County of Los Angeles and Section 51300 et seq. of the Government Code of the State of California.

1.0 CONTRACT AUTHORIZATION

- 1.1 The County agrees, through the County Department of Animal Care and Control, to provide general animal care and control services within the corporate limits of City to the extent and in the manner hereinafter set forth.
- 1.2 Except as otherwise specifically set forth in this Agreement, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the County under the Charter of the County and the Statutes of the State of California, and under the municipal codes of the City.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 The rendition of the services performed by the County, the standards of performance, the discipline of officers and staff, and the matters incident to the performance of such services and the control of personnel so employed shall remain with the County.
- 2.2 In the event of a dispute between the parties to this contract as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the County and the City.
- 2.3 With regard to sections 2.2 and 2.3, the County, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.
- 2.4 All City employees who work in conjunction with the County's Department of Animal Care and Control pursuant to this Agreement shall remain employees of the City and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No City employee as such shall become employees of the County unless by specific additional agreement in the form of a merger contract which must be concurrently adopted by the City and County.
- 2.5 For the purpose of performing services and functions, pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, every County officer and/or employee engaged in performing any such service and function shall be deemed to be a contracted officer or employee of the City while performing such service for the City, as long as the service is within the scope of this Agreement and in a municipal function.
- 2.6 The contracting City shall not be called upon to assume any liability for the direct payment of any County Department of Animal Care and Control salaries, wages, or other compensation to any County personnel performing services hereunder for said City. Except as herein otherwise

specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the City.

2.7 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Services Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this contract be read and understood to prohibit discrimination.

3.0 DEPLOYMENT OF PERSONNEL

3.1 Services performed hereunder and specifically requested by the City shall be developed in conjunction with the County Department of Animal Care and Control.

3.2 The City agrees to complete a Service Level Request form annually (Attachment "A") and the level of service to be provided and contract sum shall be signed and authorized by the City and the County Department of Animal Care and Control or his designee and shall be attached to this contract as an amendment.

3.3 The City may request a change in level of service and complete an additional Service Level Request form and submit such form to the County Department of Animal Care and Control. The revised level of service to be provided and contract sum shall be signed and authorized by the City and the County Department Animal Care and Control or his designee and attached to this contract as an amendment to the level of service and the contract sum.

3.4 The City is not limited to the foregoing services indicated, but may also request any other services in the field of public safety, animal welfare or related fields within the legal power of the Director of Animal Care and Control to provide.

4.0 PERFORMANCE OF CONTRACT

- 4.1 For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 4.2 Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services.
- 4.3 Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of said City, the same shall be supplied by the City at its own cost and expense.

5.0 INDEMNIFICATION

- 5.1 The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991 and/or a revised Joint Indemnity Agreement approved by the board of Supervisors on August 9, 1993. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of an incorporated into this agreement as if set out in full herein.
- 5.2 In the event the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the Joint Indemnity Agreement previously in effect between the parties hereto.

6.0 TERM OF CONTRACT

6.1 Unless sooner terminated as provided for herein, this agreement shall be effective ____, 2009 and shall remain in effect until ____, 2014.

6.2 At the option of the Board of Supervisors and with the consent of the City Council, this agreement may be renewable for successive periods not to exceed five years each.

7.0 RIGHT OF TERMINATION

7.1 Either party may terminate this agreement as of the first day of July of any year upon notice in writing to the other party of not less than sixty (60) days prior thereto.

7.2 Notwithstanding any provision herein to the contrary, the City may terminate this agreement upon notice in writing to the County given within sixty (60) days of receipt of hereunder, and in such an event this agreement shall terminate sixty (60) calendar days from the date of the City's notice to the County.

7.3 This agreement may be terminated at anytime, with or without cause, by either party upon written notice given to the other party at least 180 days before the date specified for such termination.

7.4 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

8.0 CONTRACT SUM

8.1 The City shall pay for the services provided under the terms of this service agreement at the rate established by the County's Department of Animal Care and Control and approved by the Auditor-Controller.

8.2 The rates indicated in Service Level Request form shall be readjusted by the County annually effective the first day of July each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rate as adopted by the Board of Supervisors of County.

8.3 The City shall be billed based on the service level provided within the parameters of the Service Level Request form.

8.4 The cost of other services requested pursuant to this agreement and not set forth in the Service Level Request form shall be determined by the County's Department of Animal Care and Control and in accordance with the policies and procedures established by the Board of Supervisors of County.

9.0 PAYMENT PROCEDURE

9.1 The County, through the Department of Animal Care and Control of the County of Los Angeles, shall render to said City within ten (10) days after the close of each calendar month a summarized invoice which covers all services performed during said month, and said City shall pay County for all undisputed amounts within thirty (30) days after date of said invoice.

9.2 If such payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the City shall provide County with written notice of the dispute including the invoice date, amount, and reasons for dispute within 10 days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within 60 days after the dispute resolution is memorialized.

9.3 Interest shall be calculated at the rate of seven percent (7%) annually or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution is memorialized.

9.4 Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, the County may satisfy such indebtedness, including interest thereon, from any funds of the City of deposit with the County without giving further notice to City of County's intention to do so.

10.0 ENTIRE AGREEMENT

10.1 This agreement and Attachment A hereto, constitute the complete and exclusive statements of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. All changes or amendments to this Agreement must be in writing and mutually executed by authorized personnel on behalf of the City and the County. The Director of Animal Care and Control or his/her designee is authorized by the County to execute supplemental agreements.

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT
LOS ANGELES COUNTY DEPARTMENT OF ANIMAL CARE
AND CONTROL AND CITY OF XXCITYXX

WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chair and the City has caused this Agreement to be subscribed in its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By _____
MARCIA MAYEDA
Director, Animal Care and Control

CITY OF XXXX

By _____
City of XXXX, City Manager

ATTEST:

By _____
City Clerk Date

By _____
City Attorney Date

APPROVED AS TO FORM:

Robert Kalunian, Acting County Counsel

Principal Deputy County Counsel

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT
LOS ANGELES COUNTY DEPARTMENT OF ANIMAL CARE
AND CONTROL AND CITY OF _____

(SAMPLE) FY 2009-10 SERVICE LEVEL REQUEST

Part One: Billing Rates for the period July 1, 2009 through June 30, 2010

Kennel Services - Dog and Cat per day	\$17.00
Kennel Services - Other Animals per day	11.78
Kennel Services - Observation per day	20.40
Field Services per hour	75.51
Dog license Processing per license	1.92
Dead Animal Disposal per animal	10.38
Impound Health Inspection Cost per animal	3.65
Animal License Field Enforcement Canvassing Program per hour	56.43

Part Two: Annual Service Level

Field Services

- ☐ Standard Service Plan - Includes answering calls for service (24 hours per day, daily), dispatching or assigning field staff, and performance of duties in the field based on priority, location and availability of staff. The following classification(s) of calls should not be assigned to field or shelter staff and will not be the responsibility of the Department:

(Example: Barking Dog Complaints) _____

- ☐ Limited Standard Service Plan:

- ☐ Daily between the hours of ____ (a.m./p.m.) and ____ (a.m./p.m.)
- ☐ Weekend days and holidays
- ☐ Emergencies
- ☐ _____

- ☐ Field Service Packages - Field staff shall be dedicated to servicing calls, patrolling, transporting animals, or other specified activity for the requested amount of time. Service time will be reported monthly. Compliance shall be achieved through actual total hours within 98 percent and 102 percent of target total hours. **Please confirm availability of this level of service prior to submitting this Service Level Request.**

- ☐ 40 Hour 2,080 hours annually
- ☐ 56 Hour 2,912 hours annually
- ☐ 70 Hour 3,640 hours annually
- ☐ _____ _____

Shelter Services

- ☐ **Full Service** - All animals acquired in the field, within the boundaries of the city or determined to have originated within the boundaries of the city, may be impounded at a County shelter. Impounded animals will be vaccinated and provided medical care, food, and shelter. The animal's picture will generally be posted on the Department's Website to assist residents in reclaiming a lost or missing pet. Residents may also visit the associated shelter to find their lost or missing pet. The hours of operation of each shelter are scheduled at the discretion of the Department. **See Part One for the associated Shelter Services fee schedule.**
- ☐ **Sheltering for Transfer** - Full Service, as described above, except a designated city staff member with a vehicle deemed humane for transportation of animals will acquire the animals from the shelter, appropriately update the Department's animal care database, and transport the animals to the shelter of the city's choice. The city will be responsible for the subsequent costs of care and housing. **See Part One for the associated Shelter Services fee schedule for any costs incurred prior to transfer.**
- ☐ No Sheltering Services

Outreach and Enforcement Services

Licensing

- ☐ **Standard Licensing Services** - License renewal notices are mailed or transmitted to the animal owner of record, the renewal and payment is received and processed annually on a fee per license basis. Licenses will be required before an animal will be released to a resident of a City participating in the Standard Licensing Services program. Fees from licenses collected will be credited to the city monthly in arrears. **Your jurisdiction must adopt either the County's Title 10 animal license fees or separate license fees unique to your city and provide the approved fee schedule and a copy of the adopted resolution to the Department.**
- ☐ No Animal Licensing Services

Canvassing (Animal License Field Enforcement)

- ☐ License Canvassing Services - To participate in Canvassing Services your jurisdiction **must adopt either the County's Title 10 delinquency charge and applicable enforcement fees or separate delinquency charges and enforcement fees unique to your jurisdiction and provide the approved delinquency charge/fee schedule and a copy of the adopted resolution to the Department.**

- Annual Citywide - Authorization for unlimited canvassing for expired licenses or failure to have required licenses.
- Annual Targeted - Department staff shall canvass targeted areas of the city based on criteria agreed upon by the city and Department.
- Canvassing Service Packages - Department staff shall canvass targeted areas of the city based on criteria agreed upon by the city with defined service levels. **Please confirm availability of this level of service prior to submitting this Service Level Request.** The initial defined service level request is ____ hours.

Note: Canvassing charges apply to Vaccination Clinics conducted within your jurisdiction.

- ☐ No Canvassing Services

Business Licensing

- ☐ Business Licensing
 - Licensing and Inspection/Grading Services
 - Inspection Services ONLY
- ☐ No Business Licensing

Clinics

- ☐ Vaccination Clinic(s) will be Requested to be Conducted Within Your Jurisdiction
- ☐ No Vaccination Clinics

Other Services

- ☐ Humane Investigations and Prosecution– As needed
- ☐ Emergency Services – As needed

Part Three: Contact Information

☐ Primary Contact

- Name: _____
- Address: _____

- Phone: (____) _____
- Alt. Phone: (____) _____
- E-mail: _____

☐ Alternate Contact

- Name: _____
- Address: _____

- Phone: (____) _____
- Alt. Phone: (____) _____
- E-mail: _____

Part Four: License Information (Required if the Department manages City licensing)

- ☐ City has adopted the license fees outlined in Title 10 of the Los Angeles County Code
- ☐ City has adopted the following license fees:

Altered Dog	\$_____	Altered Cat	\$_____
Unaltered Dog	\$_____	Unaltered Cat	\$_____
Senior* Dog	\$_____	Senior* Cat	\$_____
_____	\$_____	_____	\$_____

*Senior Citizen age is defined as ____ years.

Current license fees adopted by the City on: _____, 20__.

Please attach a copy of the enacting license ordinance.

Department of Animal Care and Control

Client Contract Cities

Agreements Requiring Renewal

Alhambra
Commerce
Culver City
Duarte
Hawthorne
Huntington Park

La Mirada
La Puente
Lomita
Lynwood
Manhattan Beach
Rancho Palos Verdes

Rolling Hills
Rosemead
Torrance
Walnut
Whittier

Agreements Requiring Amendment

Agoura Hills
Artesia
Baldwin Park
Bell
Beverly Hills
Bradbury
Calabasas
Carson
Compton
Covina
Cudahy
El Monte

Gardena
Hawaiian Gardens
Hermosa Beach
Hidden Hills
Industry
Inglewood
Irwindale
La Habra Heights
Lancaster
Lawndale
Long Beach
Malibu

Maywood
Palmdale
Palos Verdes Estates
Redondo Beach
Rolling Hills Estates
San Fernando
Santa Clarita
Thousand Oaks
West Covina
West Hollywood
Westlake Village